# UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

INDYMAC BANK, F.S.B., a Federal Savings Bank,	)
Plaintiff,	) No. 07 C 6224
	)
vs.	) Honorable Ronald A. Guzman
GANESAN VISVABHARATHTY, an	)
individual and HAWTHORNE ORLANDO	)
CORPORATION, a Florida corporation	)

## **NOTICE OF FILING**

PLEASE TAKE NOTICE that on August 25, 2008, the undersigned counsel caused to be electronically filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, **AFFIDAVIT OF TODD CAMP**, a true and correct copy of which document, as filed, is attached hereto.

INDYMAC BANK, F.S.B.

By:/s/ James G. Martignon
One of Its Attorneys

Gary I. Blackman (ARDC #6187914)
James G. Martignon (ARDC #6277974)
LEVENFELD PEARLSTEIN, LLC
2 North LaSalle, Suite 1300
Chicago, Illinois 60602
(312) 346-8380
(312) 346-8434 (Fax)

## **CERTIFICATE OF SERVICE**

I hereby certify that on August 25, 2008, I electronically filed the aforementioned document with the Clerk of the Court using the CM/ECF system and I hereby certify that I have by Federal Express and messenger delivery served the document to the following:

Via Federal Express and Messenger Delivery Hawthorne Orlando Corporation 222 East Pearson, Suite 709 Chicago, Illinois 60611

/s/ James G. Martignon
James G. Martignon (ARDC #6277974)
LEVENFELD PEARLSTEIN, LLC
2 N. LaSalle St., Suite 1300
Chicago, Illinois 60602
(312) 346-8380 — Telephone
(312) 346-8434 — Facsimile
imartignon@lplegal.com

Case 1:07-cv-06224 Do

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Plaintiff,	) 07 C 6224
vs.	) Honorable Judge Ronald A. Guzman
GANESAN VISVABHARATHY, an individual and HAWTHORNE ORLANDO CORPORATION, a Florida corporation,	) ) )
Defendants	Ś

## AFFIDAVIT OF TODD CAMP

I, Todd Camp, being first duly sworn on oath, depose and state as follows:

- 1. I am the First Vice President with the Plaintiff, Indymac Bank, F.S.B. ("Bank" or "Plaintiff"). If called as a witness in this matter, I can competently testify to the facts set forth in this Affidavit.
- 2. Plaintiff maintains files on all of the loans it makes, either on a direct basis to a customer or as a result of a purchase by Plaintiff of a lease, retail installment contract or other form of security documentation from one of its commercial customers; and these files are kept, maintained and reviewed in the ordinary course of Plaintiff's business.
- 3. The files contain either original or copies of all loan documentation depending upon the internal rules of Plaintiff with respect to the safekeeping of specific loan documents.
- 4. As Plaintiff's officer with principal responsibility for the loan to the Defendant Hawthorne Orlando Corporation, I am custodian of Plaintiff's files pertaining to this loan.
- 5. I am familiar with the material allegations of the Complaint and those allegations are true in substance and in fact.

LP 1525961.1\31849-73191

6. Defendant Hawthorne Orlando Corporation owes the Plaintiff the following amounts, pertaining to the Note and/or Guaranty referenced in the Complaint, as of April 29, 2008:

Principal 04/45/00	\$42,945,512.98 \$ 4,667,347.99	
Accrued interest (up to 04//15/08) Late Fees	Ф \$	301,087.26
Property Taxes	\$	430,378.20
Inspection Fees	\$	200.00
Appraisal Fee	\$	4,000.00
Endorsement Fee	\$	750.00
Attornevs' fees to date	<u>\$</u>	218,200.09

Total \$48,567,476.52

7. All setoffs and credits have been appropriately applied to the account of the Defendants hereunder.

- 8. There are other charges which the Defendant are obligated to pay under the terms of said Note and Guaranty and while those charges are not definitely ascertainable at this time, provisions for their payment and assessment should be made in the Judgment Order.
  - 9. Further, Affiant sayeth naught.

SUBSCRIBED and SWORN to before me

NOTA DV DI DI IC

this  $\sqrt{2T}$  day of May, 2008.

OFFICIAL SEAL
JOSH VOIT
Notary Public - State of Illinois
My Commission Expires Sep 17, 2011